BANGALORE DEVELOPMENT AUTHORITY

"Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at BDA West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System"

(TECHNICAL BID DOCUMENT)

Office of the Executive Engineer, Housing Project Division-1
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road, Bengaluru-560020

Contractor *Executive*
Engineer, HPD-1 Division

Bangalore Development Authority

T.Chowdaiah road, Kumara Park West, Bengaluru-560 020

.....

Name of the Work: "**Construction Of Kannada Bhavana Arkavathi Layout Rachanahalli Sy No. 101/4 at BDA North Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System**".

`

SEQUENCE OF EVENTS

Tender Reference:	BDA/EE/HPD-1/TEN/T-177/2026-27
KPPP Indent No:	**BDA/2026-27/BD/ WORK_INDENT263**
Last Date and Time for receipt of Pre-Tender Queries, (to be uploaded on e- procurement portal only)	Refer Karnataka Public Procurement Portal
Date and Time of Pre -Tender Meeting	Refer Karnataka Public Procurement Portal
Place of Pre-Tender Meeting	Refer Karnataka Public Procurement Portal
Last Date and time for submission of Tenders on e-procurement portal	Refer Karnataka Public Procurement Portal
Time and Date of opening of First Electronic Document (Technical Bid)	Refer Karnataka Public Procurement Portal
Place of opening of First Electronic Document (Technical Bid)	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor B Block, Bangalore Development Authority Kumara Park West
Time and Date of opening of Second Electronic Document(Financial Bid)	Will be intimated to the technically qualified tenderers
Place of opening of Second Electronic Document (Financial Bid)	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor B Block, Bangalore Development

Address for communication:	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor, B Block, Bangalore Development Authority Kumara Park West,

CONTENTS OF TENDER

Section	Description
	Volume 1 of 4 - General Requirements
1	Invitation for Tenders (IFT)
2	Instructions to Tenderers (ITT)
3	Qualification Information and Evaluation Methodology
4	Form of Tender, Letter of Acceptance, Notice to Proceed with the work and Agreement Form
5	Conditions of Contract (CC) and Special Conditions of Contract (SCC)
6	Contract Data and Appendix to Special Conditions of Contract
	Volume 2 of 4 - Employers Requirements
7	Specifications
7A	Form of Technical Proposal
7B	Technical Schedules
7C	Appendix – 1 Geo Technical Investigation Report
	Volume 3 of 4 – Drawings
8	Drawings
	Volume 3 of 4
9	Price Schedule
10	Format of Bank Guarantee for Security Deposit

SECTION 1: Invitation for Tenders (IFT)

Bangalore Development Authority

T.Chowdaiah road, Kumara Park West, Bengaluru-560 020

.....

IFT No. BDA/EE/HPD-1/TEN/ T - 177/2026-27

Office of the Executive Engineer,
Housing Project Division-1
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road,
Bengaluru-560020
DATE : 05-08-2026

1. The Executive Engineer Housing Project Division-1, Bangalore Development Authority,(BDA) Bengaluru, on behalf of the Commissioner, Bangalore Development Authority, Bengaluru, invites tenders from eligible tenderers, for the construction of works detailed in Table. The Tenderers may submit Tenders for any or all of the works given in the Table, Two tender document system as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required simultaneously submit two separate electronic documents, first containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3) which will be opened first and the second containing the price tender (as detailed in Section 4 and 9) will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to Tenderers to qualify for award of the contract.

2. Tender documents shall be available for download free of cost from the date and time of publication of the tenders on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) till the last date and time or the extended time of submission specified on the Karnataka Public Procurement Portal. Interested tenderers may obtain further information at the Office of the Executive Engineer, HPD-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru- 560 020.

3. Tender must be accompanied by Earnest Money Deposit (EMD) and a non-refundable Tender Processing fee specified for the work in the Table. Earnest money deposit and Tender processing fee will have to be in any one of the forms as specified in the tender document.

4. Tender must be uploaded on the Government of Karnataka, Karnataka Public Procurement portal (https://kppp.karnataka.gov.in) on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Employer and First Electronic Document will be opened on the date and time specified in the Karnataka Public Procurement Portal, without requiring the presence of Tenderers or in the presence of Tenderers or in the presence of the

Tenderers' representatives, who wish to attend at Office of the Executive Engineer, Housing Project Division-1, Room No 204, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bengaluru 560 020. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

5. A Pre-Tender meeting will be held on the time, date and address, as specified on the Karnataka Public Procurement Portal at Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bengaluru- 560 020.

6. The Rates quoted shall be exclusive of Goods and Service Tax (GST)

7. Other details can be seen in the tender documents.

Table: Description of Tender

Sl. No.	Name of the work	Approximate value of the Works (Rs in Crores(Excluding GST)	EMD (Rs in Lakhs)	Tender processing fee (Cost of the Tender) (Rs)	Period of completion
1.	**Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at BDA West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System**	8.08	8.10	Refer to the Karnataka Public Procurement portal	18 Months Including monsoon period

Sd/-
Executive Engineer
Housing Project Division-1
Bangalore Development Authority
Kumara Park West, T.Chowdaiah Road,
Bengaluru-560020.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Sl. No.	Particulars
A	***General***
1	Scope of Tender
2	Eligible Tenderers
3	Qualification of the Tenderer
4	One Tender per Tenderer
5	Cost of Tendering
6	Site Visit
B	***Tender Documents***
7	Content of Tender Documents
8	Clarification of Tender Document
9	Amendment of Tender Documents
C	***Preparation of Tenders***
10	Documents comprising the Tender
11	Tender prices
12	Tender validity
13	Earnest money deposit
14	Format and signing of Tender
D	***Submission of Tenders***
15	Sealing and marking of Tenders
16	Deadline for submission of Tenders
17	Late Tenders
18	Modification and Withdrawal of Tenders
E	***Tender opening and Evaluation***
19	Opening of First Cover of all Tenders and evaluation to determine Tenderers
20	Opening of Second Cover Tenders of qualified Tenders and
21	Process to be confidential
22	Clarification of Tenders
23	Examination of Tenders and determination of responsiveness
24	Correction of errors
25	Evaluation and comparison of Tenders
F	***Award of contract***
26	Award Criteria
27	Employer‘s right to accept any Tender and to reject any or all
28	Notification of award and signing of Agreement
29	Security deposit
30	Advance payment and Security
31	Corrupt or Fraudulent Practices

A. GENERAL

1.0 Scope of Tender

1.1 T**he Executive Engineer**, **Housing Project Division-1,** on behalf of The Commissioner, Bangalore Development Authority, Bengaluru (Referred to as "Employer" in these documents)invites tenders following Two Tender Document system, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2.0 Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 Tenders from Joint ventures are not acceptable

2.3 Any Registered individual firm/Agency/Partnership firms/Company having valid Class-1 Civil registration/Licensee issued by State Government/Central Government.

3.0 Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i e 2021-2022 to 2025-26)

(a) Achieved in at least two financial years a minimum financial Turnover (in all classes of Civil Engineering construction works only) of **Rs.11.00 Crores**.
Note: Financial turnover of previous years shall be given a weightage of 10% per year to bring them to the price level of the FY 2026-27.

(b) Mandating satisfactory completion as a prime contractor at least **One similar** project for any government, semi government, Boards and corporations only Value not less than **Rs. 4.00/- Crores.**

Note: The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY 2026-27.

(c) Experience in Key Activities: The Tenderer shall have executed following minimum Quantities of Works in one single Financial Year out of the five Financial Years (2021-2022 to 2025-26):

- Earthwork 954 Cum
- RCC 215 Cum
- Steel Reinforcement 25 MT

(d) Deleted.
(e) Deleted.

3.3 *Each Tenderer further demonstrate:*

*(*a) Availability by owning the following key & Critical equipment for this work:

(i) Availability by owning at least 50% of the required / specified key and critical equipment for this work and
(ii) The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability for this work are to be furnished

SL .No.	**Equipment**	**No. / Capacity**
1.1	Self loading Concrete Mixer	1 Nos
2.	Excavator	1 Nos
3.	Vibrator	2 Nos.
4.	DG 25 KvA	1 Nos

Information shall be furnished as per Format at Section-3 Qualification information Clause-1.6.

(b) Liquid assets and or availability of credit facilities of not less than **Rs 1.50 Crores** (Credit lines / Letter of Credit / Certificates) from the Nationalized/ Scheduled Banks for meeting the funds requirements etc. (usually the equivalent of the estimated flow for three months in the peak construction period).

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under :

Assessed Available Tender Capacity = (A*N*1.5-B)

Where

A = Maximum value of Civil / Civil & Electrical Engineering works executed in any one year during the last five years (2021-22 to 2025-26) (updated to FY 2026-2027 price level) taking into account the completed as well as works in progress ;.

N = Number of years prescribed for completion of the works for which the tenders are invited.

B = Value at 2026-2027 price level of existing commitments

Note: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.8 Litigation History:

The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant may result in failure of the application.

4.0 One Tender per Tenderer

4.1 Each Tenderer shall submit only one tender for one contract. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified

5.0 Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6.0 Site Visit

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for planning and preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the site and any Survey/Site Investigation shall be at the Tenderer's own expense.

B. TENDER DOCUMENTS

7.0 Content of Tender Documents

7.1 The set of tender documents shall have all the Sections given in Page 2.

7.2 Both the Sets should be completed and uploaded in the Website https://kppp.karnataka.gov.in.

8.0 Clarification of Tender Documents

8.1 A prospective Tenderer requiring any clarification / queries of the tender documents may notify the Employer in Karnataka Public Procurement Portal. The Employer will respond to any request for clarification / queries which he receives not later than the time & date specified on the Karnataka Public Procurement Portal prior to the deadline for submission of tenders. The Employer's response will be notified in the Karnataka Public Procurement Portal, including a description of the enquiry but without identifying its source.

8.2 Pre-Tender Meeting

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the address time and date as specified on Karnataka Public Procurement portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing on Karnataka Public Procurement Portal not later than time and date as specified in the .Karnataka Public Procurement portal

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will

be notified on Karnataka Public Procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITT and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9.0 Amendment of Tender Documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any **Addendum** thus issued shall be part of the tender documents and shall be notified on Karnataka Public Procurement portal

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10.0 Documents comprising the Tender

10.1 The tender uploaded by the Tenderer shall contain the documents as follows:

10.1.1 First Electronic Document (Technical Bid)

(a) Earnest Money Deposit and Tender processing fee;
(b) Eligibility criteria as per Clause 2 of ITT and Qualification Information as per formats given in Section 3
(c) The Form of Tender as in Section 4

.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract, provided he is eligible in those contracts stated in the IFT and in the aggregate as per Cl 3.4 of ITT under First Electronic Document (Technical Bid)

11.0 Tender Prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in the rates for all items of the Works described in the Bill of Quantities on Karnataka Public Procurement Portal. The line item total along

with total tender price will be auto generated in Karnataka Public Procurement Portal. *Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.*

11.3 All duties, taxes, and other levies payable by the contractor under the contract Except GST, or for any other cause, shall be included in the rates submitted by the Tenderer. The Rates quoted shall be exclusive of Goods and Service Tax (GST).

11.4 The prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 35 of the Conditions of Contract.

12.0 Tender Validity

12.1 Tenders shall remain valid for a period not less than—90 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as nonresponsive

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by E mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13.0 Earnest Money Deposit (EMD) & Tender processing Fee

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT for this particular work

EMD shall be paid in total through e-payment or minimum of Rs.1.00 lakh shall be paid through e-payment and the balance EMD shall be through Bank Guarantee or Surety Bonds in the form given in Section11 from any Nationalized / Schedule bank or through e-bank guarantee, obtained after the date of notification of tender and on or before the last date for submission of tender, payable at Bangalore, in favour of the Employer. A scanned copy of the Bank Guarantee shall be uploaded at the appropriate place provided in Karnataka Public Procurement Portal along with the First Electronic Document (Technical Bid Document), failing which the bids will be rejected in the Karnataka Public Procurement Portal. The original Bank guarantee or Surety Bonds shall be submitted to the Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru-560 020, on or before the Time and date of opening of First Electronic Document (Technical Bid Document), in person or through authorized representative, failing which the Bank Guarantee or Surety Bonds shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal.

The Employer or representative will open the tender of the Tenders received in Karnataka Public Procurement Portal at Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru-560 020, at the designated date and time, without requiring the presence of Tenderer or in the presence of the Tenderers or their authorized representatives who choose to attend. In the event of the designated date of the Tenders opening being declared a holiday for the Employer, the Tenders will be opened at the designated time and location on the next working day. The Tenderers or their authorized representatives who are present shall sign a register evidencing their attendance.

The uploaded scanned copy of Bank guarantee or Surety Bonds shall be downloaded by the Employer. The downloaded copy of Bank guarantee or Surety Bonds shall be compared with the original Bank guarantee or Surety Bonds submitted by the tenderer. Upon comparison, if the correctness of the Bank Guarantee or Surety Bonds is found satisfactory, the Bank guarantee or Surety Bonds will be accepted and the First Electronic Document (Technical Bid Document) shall be opened. If the Bank Guarantee or Surety Bonds is not in order, and the non-receipt of the original Bank guarantee or Surety Bonds shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. The First Electronic Document (Technical Bid Document) shall be opened in respect of such tenderer who have paid EMD in full though e-payment or who have paid part of EMD though e-payment and balance EMD through Bank Guarantee or Surety Bonds shall be considered for evaluation. The confirmation letter shall be addressed to the respective Bank authorities, with a return letter for the confirmation of Bank Guarantee within seven days. Upon receipt of confirmation letter from the respective Bank authorities, the Bank Guarantee shall be accepted and evaluation will be processed. Non-receipt or delay in confirmation of Bank Guarantee by the respective Bank authorities within the stipulated period, result in rejection of Bank Guarantee and the tender of such tenderer’s treated as non-responsive and also withdrawn in the evaluation process. The original Bank Guarantee shall be returned and subsequently part payment of EMD shall also be returned.

The tenderers participating in the First Electronic Document (Technical Bid Document), who indulges in fraudulent, malpractices and non-submission of proper Bank Guarantee during opening of the First Electronic Document (Technical Bid Document), the Employer shall take following action against such tenderers.

(i) Forfeiture of the initial amount deposited through e-payment by such contractors to the Employer; and

(ii) Initiate Black listing of such contractors so as to prevent them in participating in future tenders, if repeatedly resort malpractices.

The proposal shall be sent to the competent Registration authority and also initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractors.

The EMD and Tender Processing fee shall be in the form of e-payment and to be paid on Karnataka Public Procurement Portal using any of the following online or offline modes of e-payment:

- Credit Card(online payment)
- Direct Debit using internet banking (online payment)
- NEFT (online payment)
- Over the Counter (OTC)

NEFT Payment Procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed Challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor‘s bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

Over The Counter (OTC) Payment Procedure

If a Tenderer chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the e-Procurement web-site (http://www.eproc.karnataka.gov.in), the Tenderer will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed Challan will have the unique bid reference number and the amount to be remitted. Along with the Challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft; Cheque payments will not be accepted. The tenderer is requested to specifically inform the bank officer to input the unique bid reference number printed in the Challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16- digit reference number (UTR) acknowledging the receipt of payment. This 16-didgit reference number has to be entered by Tenderer in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

For further details on e-Payment services refer to e-procurement portal for more details on the process.

The Tenderers bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

a. EMD amount will have to be submitted by the Tenderer taking into account the following conditions:

(I) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt. of Karnataka central pooling account at ICICI bank Ltd, until the contract is closed.

(II) The EMD (Full or Part) amount for a particular tender has to be paid in a single transaction.

b. The Tenderers Bid Will be evaluated only on confirmation of the receipt of the payment (EMD and Tender processing fees) in the Govt. of Karnataka Central pooling account held in designated banks as indicated in sub clause 13.1 (a).

13.2 Instruments having fixed validity period issued as EMD (earnest money deposit) for tender shall be valid for 45 days beyond the validity of the tender.

13.3. Any tender not accompanied by the acceptable EMD (Earnest Money deposit) and not secured as indicated in the sub clause 13.1 above shall be rejected in Karnataka public portal as non-responsive

13.4 The EMD (Earnest money deposit) of unsuccessful Tenderers will be returned within 30 days of the end of the Tender validity period specified in sub clause 12.1

13.5 The EMD (Earnest money deposit) of the successful Tenderer will be discharged when the Tenderer has signed the Agreement, pursuant to ITT clause 28 and furnished the required Performance Security pursuant to clause 29.

13.6 The (EMD) Earnest money deposit shall be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

(d) If the Tenderer who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contact including misleading the Employer at any stage of procurement and executing entity. Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public

Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or contractor or any of its successors.

14.0 Format and signing of Tender

14.1 The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the Karnataka Public Procurement portal at appropriate place.

14.2. The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only.

The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal**.** The Tender price and the total tender price will be auto generated.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.

D. SUBMISSION OF TENDERS

15.0 Submission of Tenders

15.1 The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal.

15.2 Deleted - (Not applicable for E-Tender).

15.3 Deleted - (Not applicable for E-Tender).

15.4 Deleted-(Not applicable for E-Tender).

16.0 Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer through Karnataka Public Procurement portal (https://kppp.karnataka.gov.in)

16.2 The Employer may extend the deadline and notify on the Karnataka Public Procurement portal for submission of tenders by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16.3 The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).

17.0 Late Tenders

17.1 The tenderer will not be able to submit the bid documents after the deadline, as the icon or the task will not be available on the Karnataka Public Procurement Portal.

18.0 Modification and Withdrawal of Tenders

18.1 Tenderers may "modify" the contents of the Electronic tender documents or withdraw their tender on Karnataka Public Procurement Portal before deadline prescribed in clause 16.

18.2 Deleted-(Not applicable for E-Tender)

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19.0 **Opening of First Electronic Document (Technical Proposal) of Tenders and Evaluation to Determine Qualified Tenderers**

19.1 The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer*, Housing Project Division-1* Bangalore Development Authority, *Kumara Park West, T.Chowdaiah Road, Bengaluru-560020* on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day.

19.2 DELETED (Not applicable for E Tender)

19.3 The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened.

19.4 The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 DELETED (Not applicable for E Tender)

19.6 The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.0 Opening of Second Electronic Document of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day.

20.2 Deleted (Not Applicable for E -Tender)

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present physically at the tender opening place. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21.0 Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22.0 Clarifications of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer‘s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer Tender.

23.0 Examination of Tenders and Determination of Responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tenders substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24.0 Correction of Errors

24.1 Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

(a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and.

(b) Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

24.2. The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure in vogue for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If Tenderer does not accept the corrected amount the Tender will be rejected, and the amount earnest Money Deposit EMD may be forfeited in accordance with clause 13.6(b)

25.0 Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and
(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5

25.3 The Employer reserves the right to accept or reject any variation and deviation or alternative offer. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.5 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer‘s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. AWARD OF CONTRACT

26.0 Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27.0 Employer's Right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender and to cancel the Tender process and reject all Tenders at any time prior to the award of Contract, without thereby incurring any liability to the

affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28.0 Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29.0 Security Deposit

29.1 Within 20 **days** of receipt of the Letter of Acceptance, the successful **Tenderer** shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Works Contract Price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.

- Banker‘s Cheque/Demand draft,/Pay Order in favor of,HPD-1 Executive Engineer Division, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020 payable at Bengaluru or
- A Bank Guarantee or surety bond in the form given in Section 10; or
- Specified small savings instruments pledged to Executive Engineer, Housing Project Division-1, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee or Surety Bond, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30.0 Advance Payments and Security

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31.0 Corrupt or Fraudulent Practices

31.1 The Bangalore Development Authority (BDA) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BDA:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA contract.

(c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractor.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity and evaluating qualification of Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or Legal Status of Tenderers

Tenderers Information	Document
Constitution or legal status of the Tenderer (incorporation of company)	Attach copy
Tenderer country and year of constitution	Attach copy
Tenderer legal address & place of Registration	Attach copy
Principal place of Business	Attach copy
Class I Registration Certificate of Tenderer issued by State/ Central Government	Attach copy
Tenderer authorized representative : Name, address, telephone numbers, fax numbers, e-mail address	Attach copy
GST Registration Certificate	Attach copy
Permanent Account Number (PAN)	Attach copy
Labour Registration Certificate	Attach copy
Employers State Insurance Registration Certificate (ESI)	Attach copy
Provident Fund Registration Certificate (PF)	Attach copy
Provident Fund last paid challan	Attach copy
Attach copy of the Articles of incorporation or constitution of the legal entity named above, in accordance with Sub clause 2.0 of ITT	

1.2. Construction Turnover (Refer ITT Clause 3.2 (a)

Total value of Civil / Civil & Electrical engineering construction works executed and payments received in the last five years.

Year	Turnover (Rs. Lakh)
2021-22	
2022-23	
2023-24	
2024-25	
2025-26	

Note:

In support of this Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the profit and loss statement for Civil / Civil & Electrical Engineering construction works executed and payments received, balance sheets and audited reports, with UDI number certified by the Chartered accountant of the past Five (5) years.

1.3 Work Performed as Prime Contractor (in the same name) on Works of Similar Nature over during the five years specified in 1.2 above

Rs. Lakh

Sl. No.	Name of the Employer & Contact Address, Tel, Fax	Description of work	Contract Number	Value of the Contract In Lakhs	Date of Issue of work order	Specified Period of completion	Actual date of completion	Remarks Explaining Reasons for delay in completion of work
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1								
2								
3								
4								
5								

Note:

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal, scanned copy of the certificate duly signed by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works.

If the Authority desires physical verification will be carried out on the works listed above.

1.4. Quantities of work executed as Prime Contractor (in the same name) during the five years specified in 1.2 above:

a) Quantities executed in Civil works as Prime Contractor:

Year	Name of the Work	Name of Employer	Quantity of the Works Performed		
			Earthwork, in Cum	RCC (in Cum)	Steel Reinforcement (in MT)
1	2	3	4	5	6
2021-22					
2022-23					
2023-24					
2024-25					
2025-26					

Note

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the certificate duly certified by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works and the quantities with the financial year wise breakup for the items executed.

If the authority desires, physical Verification will be carried out on the works listed above.

1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on date of this tender

A. Existing Commitments and on- going works

Rs. Lakh

Description of works	Place of work & state	Contract No & date	Name & Address of Employer	Value of contract	Stipulated period of completion	Value of the works remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

Contractor *Executive Engineer, HPD-1 Division*

B. Works for which Tenders already submitted

Rs. Lakh

Description of works	Place of work & state	Name & Address of Employer	Estimated value of the work	Stipulated period of completion	Date when decision expected	Remarks if any
1	2	3	4	**5**	**6**	**7**

Note (A) and Note (B)

A: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

B: *The statements showing the works for which Tenders already submitted, the Tenderer shall up load the copy of the acknowledgement received on submission of Tenders as against the notification on Karnataka Public Procurement Portal KPPP along with the details sought as in the statement as against each Tender submission*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

1.6 The following Items of Equipment are considered essential for successfully carrying out the works. Tenderer should furnish all the information below

Sl. No.	**Name of the Equipment**	**Required**		**Owned**		**lease/hire basis**		**Remarks**
		Numbers	**Capacity**	**Nos. / Capacity**	**Age/ Condi-tion**	**Nos. / Capacity**	**Age/ Condi-tion**	

(i) Availability by owning at least 50% of the required / specified key & critical *equipment for this work and*

(ii) *The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability of this work are furnished*

Contractor *Executive Engineer, HPD-1 Division*

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sub section 3.3 (a) of ITT.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐Owned ☐Rented ☐Leased ☐Specially manufactured	

The Tenderer shall submit the following information for equipment proposed to be brought on lease or rent:

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Mobile No.	Email id
Agreements	Details of rental / lease / manufacture agreements specific to the project	
Invoice	Purchase bill in the name of the owner	

Note :

The tenderers shall possess equipments as indicated in the table 1.6 above and in support of this, the tenderer shall upload on Karnataka Public Procurement Portal, relevant documents such as Registration certificate / Invoice in case Registration certificate not applicable / Purchase agreement or deed with its documents. In case the tenderer proposes to deploy the

equipment on lease or hire basis, tenderer shall upload lease / hire agreement along with Registration certificate / Invoice of the respective equipments.

1.7 Reports on the financial standing on the Tenderer such as Income & Expenditure statement, balance sheet, profit and loss Statements and Auditors report for each year for the last Five years certified by the registered Chartered Accountant with UDI number.

1.8 Qualification and Experience of the key Technical and management personnel in permanent employment with the Tenderer and those proposed to be deployed on this contract if awarded

The Tenderer shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed below as per Clause 3.1 of ITT. The Tenderer shall supply information, of the personnel with relevant experience specified below :

No.	Position	No. of Positions*	Minimum Education (Degree - Discipline)/ Experience
1	Project Manager	1	BE/Diploma- Civil 15 Years Experience
2	Planning Engineer	1	BE- Civil 10 Years Experience
3	Structural Engineer	1	BE- Civil 10 Years Experience
4	Quantity Surveyor / Engineer	1	BE- Civil- 2 Years or Diploma in Civil - 5 Years experience
5	Health & Safety Engineer	1	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience
6	Quality Assurance Engineer	1	BE- Civil- 5 Years experience
7	Site Supervisors- Civil	1	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience

*Mandatory requirement for complete duration of the project.

Tenderer shall provide the information in the following format supported with CV of the proposed personnel

No.	Position	No. of Positions *	Proposed Staff		
			Name	Education Qualification	Relevant Experience in years
1	Project Manager	1			
2	Planning Engineer	1			
3	Structural Engineer	1			
4	Quantity Surveyor / Engineer	1			
5	Health & Safety Engineer	1			
6	Quality Assurance Engineer	1			
7	Site Supervisors- Civil	1	1		

No.	Position	No. of Positions *	Proposed Staff		
			Name	Education Qualification	Relevant Experience in years

1.9 Name, Address and contact details of the Tenderer's Banker who may provide references if contacted by the employer

1	Name of Bank and Branch	
2	Address	
3	Contact person	
4	Landline and Mobile Phone Number	
5	Email id	

1.10 Evidence of access to financial resources to meet the qualification requirements specified in ITT clause 3.3 (b) Cash in hand, letter of Credit etc., shall be enclosed herein and also attach the Certificate from the banker in the prescribed format as shown under

BANK CERTIFICATE

This is to certify that M/s a reputed company with a Good financial standing. If the contract for the work, namely, " **Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at Bda West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs……to meet their working capital requirements for executing the above contract.

-- Sd. -- & Stamp
Name of the Bank

Senior Bank Manager

Address of the Bank

1.11 Information on litigations in which the Tenderer is involved:.

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

Note : *Tenderer shall upload documents in this regard with all sufficient information on litigation in which tenderer is involved as against such works.*

1.12 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORM OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

FORM OF TENDER

Description of the Work: "**Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at Bda West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System"**
"

To :

Executive Engineer
Housing Project Division-1
Bangalore Development Authority
T.Chowdaiah Road, Kumara Park West
Bangalore-560 020.

GENTLEMEN,

We offer to Execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of amount as submitted in the second electronic document (price bid).

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Our Proposal complies with tender requirement and Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer

Address

_____

LETTER OF ACCEPTANCE

No. **Date:**

To:_____[name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for execution of the [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____(_____) [amount in words and

figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorised signature
Name and Title of Signatory
Name of Agency

ISSUE OF NOTICE TO PROCEED WITH THE WORK

No. **Date:**

To:_____[name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the **Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at Bda West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System** including operation and maintenance for 1 year. Tender Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Contractor *Executive*
Engineer, HPD-1 Division

AGREEMENT FORM

Agreement

This agreement, made the _____ day of _____ 20__, between _____ [name and address of Employer] (hereinafter called "the Employer") of the one part and _____ [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees. _____ .

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

   i. Letter of Acceptance;
   ii. Notice to proceed with the works;
   iii. Contract Data;
   iv. Conditions of contract (including Special Conditions of Contract);
   v. Specifications;
   vi. Bill of Quantities (Price Schedule);
   vii. Drawings;
   viii. Contractor's Tender; and

ix. Any other document listed in the Contract Data as forming part of the contract.

x. Addendum and Corrigendum issued uploaded in the e-procurement portal.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

Was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

in the presence of:
Binding Signature of Employer

_____

Binding Signature of Contractor

_____

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Sl.No.	Particulars
A	**General**
1	Definitions
2	Interpretation
3	Law governing contract
4	Employers decisions
5	Delegation
6	Communications
7	Subcontracting
8	Other Contractors
9	Personnel
10	Employer‘s and Contractor‘s risks
11	Employer‘s risks
12	Contractor‘s risks
13	Insurance
14	Site Investigation Report
15	Query about Contract Data
16	Contractor to construct the Works
17	The Works to be completed by Intended Completion Date
18	Approvals by the Employer
19	Safety
20	Discoveries
21	Possession of the Site
22	Access to the Site
23	Instructions
24	Procedure for resolution of disputes
B	**Time Control**
25	Program
26	Extension of the Intended Completion Date
27	Delays ordered by the Employer
28	Management meetings
C	**Quality Control**
29	Identifying defects
30	Tests
31	Correction of defects
32	Uncorrected defects
D	**Cost Control**
33	Bill of Quantities (BOQ)
34	Variations
35	Payment for Variations
36	Submission of bills for payment
37	Payments

38 Compensation events
39 Tax
40 Price Adjustment
41 Liquidated damages
42 Advance Payments
43 Securities
44 Cost of repairs

E Finishing of Contract

45 Completion
46 Taking Over
47 Final account
48 As built drawings and/or Operating and Maintenance
49 Termination
50 Payment upon termination
51 Property
52 Release from performance

F Special Conditions of Contract

CONDITIONS OF CONTRACT
A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body, whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities (Price Schedule)
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law Governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-Contracting

Deleted (GoK FD 4 PCL 2008, Bangalore dated 14.10.2008 Vide Sl.No 10).

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Employer from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor‘s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer‘s risks, and the Contractor carries the risks which this Contract states are Contractor‘s risks.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor‘s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor’s Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor‘s equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor‘s performance of the Contract including the Contractor‘s liability for damage to the Employer‘s property other than the Works and

(c) for liability of both Parties and of any Employer‘s representative for death and injury to the Contractor‘s personnel except to the extent that liability arises from the negligence of the Employer, any Employer‘s representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy,

effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the tender, shall rely at his own risk on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary & Permanent Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary and Permanent Works

18.3 The Employer‘s approval shall not alter the Contractor‘s responsibility for design of the Temporary & Permanent Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Design and Drawings prepared by the Contractor for the execution of the temporary or permanent Works are subject to review and approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer‘s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer‘s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays Ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. Identifying Defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

30.2 The Employer has appointed Consultant for Project Management and Quality Assurance. The Contractor shall assist PMC Consultant appointed by the Employer and make all arrangement for testing of materials for any or all items of works executed at the site.

31. Correction of Defects

31.1 The Employer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time specified in the Employer‘s notice.

32. Uncorrected Defects

32.1 If the Contractor has **not** corrected a defect within the time specified in the Employer‘s notice, the Employer will assess the cost of having the defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

33. Financial Bid

33.1 The Financial Bid shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 Deleted

34. Variations

34.1 The Tenderer shall submit his Offer, which shall comply fully with the Basic Requirements of the Tender Documents as indicated in the Drawings, Specifications, Terms and Condition of the Tender.

34.2 All Tenderers are cautioned that no Conditional Offers, Variations or Deviations by the Tenderers in respect of any Items included in the Tender shall be entertained or considered. Furthermore, any Variations from Contract Conditions, Particular Specifications or other Requirements stipulated in the Tender Documents other than those specially clarified / amended shall be liable to be rejected as Non Responsive.

35. Payments for Variations

Deleted.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall of progress.

For progress beyond the agreed program payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 Increase in Goods and Service Tax shall not be paid for the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

38. Compensation Events

Deleted.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be Inclusive of all Duties, Taxes and other Levies **Except goods and service tax**. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 Royalty charges will be recovered as per the latest Government orders as per the applicable law and amendments

40. Price Adjustment

Deleted.

41 Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42 Advance Payments

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43 Securities

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The security for O & M shall be valid until a date 30 days from the date of issue of the certificate of completion for O & M.

44 Costs of Repairs

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45 Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46 Taking Over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47 Final Account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor‘s revised account.

48 As-Built Drawings and /or Operation and Maintenance Manuals

48.1 If “as built" Completion Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer‘s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49 Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments and other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

50.3 Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers Contractor.

51 Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor‘s default.

52 Release from Performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the contractor.

1. The Tenderer shall submit his Tender for the Work on Turn Key Lump Sum Basis based on his own Design. In this connection, **Section 6** on the "Scope of Work and Design Criteria" may be referred.

2. Work shall not be sub let.

3. The Contractor is not to vary or deviate from the Drawings, Specifications, Stipulation, Conditions of Contract or Instructions to execute any Work of any kind whatsoever unless so authorized by the Employer in writing.

3 a. The successful bidder should submit the bid of sub contractors for executing sub work like Electrical, Water supply & sanitary, lifts, STP and Fire fighting etc. for getting the approval by employer

4. **Setting out**

The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend on the requisition of the Employer any errors, which may arise therein and provide all the necessary Labour, Materials and Equipments for doing so. The Contractor is to provide all Tools, Plant,

Machinery, Labour, and Materials, which may be necessary and required for the Work. All Materials and Workmanship shall conform to the Relevant Specifications mentioned in the Tender Documents.

5. **Labour**

The Contractor shall make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

6. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

7. **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

8. Taxes and Duties

The Lump Sum (L.S.) Amount for which the Tender is approved shall be Inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc. **Except GST**. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

9. Site Visit

The Tenderer shall, prior to submitting the Tender for the Work, examine the Drawings, Conditions of Contract and Specifications of Work. He shall visit the Site and ascertain and satisfy himself regarding Actual Climate and Physical Conditions of the Site, Nature, Extent and Practicability of Work, Means of Communication and Access to Site, Availability of Materials, the Extent of Leads and Lifts involved in the Work over the entire Duration of the Contract including Local Conditions, Probable Site for Labour Camps, Stores, Godowns, Casting Yard, etc. The Tenderer’s Offer shall take into Consideration all such Factors. The Tenderer shall

himself obtain all necessary Information at his Risk, Contingencies and other Circumstances which may affect or influence his Tender. No Extra Charges consequent of any Misunderstanding or otherwise shall be allowed. The expression **'Site'** as stated above shall include the Construction Site of the EWS Housing including all Components described in the Scope of Work.

10. **Arbitration (Clause 24): Deleted**

11. The Tender Documents issued to the Prospective Tenderers, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

12. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

13. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

14. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

15. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

16. **Possession of the Site**
The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per

the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

17. **Submission of Bills for Payment (Clause 36)**

17.1 The Intermediate Payment shall be in accordance with the Provisions made under **Para 17.5** below. The successful Tenderer shall submit the payment schedule along with work schedule and should get it approved from the Employer.

17.2 The Contractor shall submit to the Employer Running Bills based on the Value of the Work completed as per the Priced Bill of Quantities (**Refer Clause No. 55**) furnished by the Contractor before entering into the Agreement. The Minimum Bill Value claimed shall be not less than Rs. 100 Lakh.

17.3 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Priced Bill of Quantities submitted by the Contractor.

17.4 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously Paid in the Light of Later Information.

17.5 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

18. **Compensation Events (Clause 38)**

18.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.

(a) The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.

(b) The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.

(c) The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.

(d) The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.

(e) The Effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion / Scheduled Payment.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

18.2 If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

18.3 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

19. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

20. Within ten (10) days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

a. The Total Work to be executed shall be divided into three Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of the each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

b. In respect of the Shortfall in Progress (reviewed at the end of the each Milestone), assessed due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay the Tentative Penalty on Tentative Milestone Basis as detailed in the Table below.

Milestone dates	**Physical works to be completed**	**Period from the date of issue of Notice to proceed with the work**

For Milestone 1	20 % of the work	3 Months
For Milestone 2	40 % of the work	6 Months
For Milestone 3	60 % of the work	9 Months
For Milestone 4	80 % of the work	12 Months
For Milestone 5	100 % of the work	18 Months

The liquidated damages for whole of the works are computed on the basis of 0.1% of the contract Price per day and for the milestones.

The maximum amount of liquidated damages for whole of the work is ten (10%) of the final contract price

In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the Committee formed for this Purpose by the Employer.

However, Final Milestones and Penalty will be arrived at with Mutual Consent before Issue of Work Order to the Successful Tenderer.

- On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

22. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

23. **Bonus (Deleted)**

24. **Progress of Work**
The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

25. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

26. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention ofthe Employer or his approved Representative as stated above tovisit the Works shall have been given tothe Contractor, either himself be present toreceive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, tobe present forthat Purpose.

27. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required tobe carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

28. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized

Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. **Existing Services**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

30. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

31. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

32. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

33. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

34. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

35. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

36. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

37. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

38. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc. Except GST.

39. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of

any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

40. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects to execute this Project. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs.1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

41. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I) –1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II) –1966 Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS: 3764 –1966 Safety Code for Excavation Work
iv. IS 4081 –1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138 –1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916 –1970 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS: 7293 –1974 Safety Code for Working with Construction Machinery
ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x. Any other Code and / or as per directions of the Employer.

42. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

43. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner

and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

44. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

45. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Layout Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

46. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Lump Sum Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

47. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

48. The Contractor shall provide and bear all Expenses and Charges for Special or Temporary Service Roads required by him in Connections with Access to the Site at no Extra Charges and his Lump Sum Offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer. The Employer shall have Right of Way to this at all times and will not entitle the Contractor to claim Extra on this account.

49. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.

50. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

51. The Tenderers shall specify the Details of Plant and Machinery to be deployed by them for the Work. The Details to be supplied by them shall be in respect of the following.

Self loading Concrete Mixer	1 Nos
Excavator	1 Nos
Vibrator	2 Nos.
DG 25 KvA	1 Nos

52. The Tenderers shall furnish a Cash Flow Chart on month –to –month basis for the entire Period of Execution of the Work. The Cash Flow Chart shall indicate specifically the Investments on such Items as Plant and Machinery, Shuttering and Staging, Materials mentioning Various Items like other Pre Stressing Materials, Sand, Grit and other Consumables. The Cash Flow shall indicate in Detail, the Inputs to be mobilized by the Contractor from his own Sources e.g. own Capital, Bank Loans, etc. and

Resources to be supplemented by the Employer like Interim Payments against the Work done by the Contractor.

The above mentioned Cash Flow shall have Direct Relation with the Programme of Work and it shall be in consonance thereto. Any Inconsistency between the Inputs / Outputs of this Cash Flow and Programme of the Work may lead to the Disqualification of the Tenderer on this account.

Similarly, after Award of the Contract also the Contractor shall submit Similar Cash Flow Programmes and update such Details at monthly intervals for monitoring of the Project by the Employer.

.

53. The Contractor is expected to have a Workshop Facility available at Site for Fabrication / Additions and Alterations to the Shuttering, Pre Stressing Works and or other Allied Works. It may please be indicated as to whether the Workshop Facilities shall be provided in house or is proposed to be subcontracted locally. In both the cases, the Tenderer is to give the Details and Number of Equipments to be installed in the Workshop for above mentioned Work.

54. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

55. **Priced Bill of Quantities**

The Successful Tenderer shall submit a Priced Bill of Quantities for the Accepted Lump Sum Amount of the Contract. This shall form the Basis for arriving at the Interim Payments to be made to the Contractor by the Employer.

SECTION 6: SCOPE OF WORK AND DESIGN CRITERIA

Table of Contents

1.0 Scope of Work
1.1 General
1.2 Site
1.3 Works to be carried out
1.4 Construction Schedule
1.5 Site Office
1.6 Field Laboratory
1.6.1 General
1.6.2 For Soils and Aggregates
1.6.3 For Cement and Cement Concrete
1.7 Casting Yard

2. Design Criteria
2.1 General Approach to Work Site
2.2 Benchmarks and Setting out of Works
2.3 Geotechnical Investigation
2.4 Design Data
2.5 Documentation, Instrumentation, etc.
2.6 Programme of Submission and Approval of Designs and Drawings
2.7 Disputes

1.0 Scope of Work

The Scope of Work Consists of The Turn Key, Lump Sum, Fixed Price, (No Variation) Tender based on Tenderer's Own Design shall be inclusive of Cost of Topographic Survey, Architectural Design Subsoil Investigation and any other Ancillary Works and Cost of all Labours, Materials, Casting Yard, Tools and Plants and Machinery required for completing the various Components of Formation of Layout;

The details are as given below

Specifications for the proposed Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at Bda West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System

Sl. No.	Particulars	Specifications
A	**GENERAL**	
1	Name of Work	Proposed Construction of Kannada Bhavana at Arkavathi Layout, Rachanahalli, Sy. No. 101/4, BDA North Division, Bangalore
2	Client / Executing Agency	Bangalore Development Authority (BDA)
3	Architects	Nandish Associates, Architects & Interior Designers, No. 25, 12th Block, K. P. West, Bangalore – 560 020
4	Basis of Estimate	KPWD Schedule of Rates 2023-24 with Area Weightage @ 10%; Market Rates for non-SR items
5	Site Area	2135.53 Sqm
6	Number of Blocks / Floors	Single block, Ground floor only (G) Building footprint: 26.00 m × 29.00 m Floor height: 3.50 m (clear); ridge height approx. 7.50 m above plinth Plinth level: +1.50 m above ground level
7	Areas	Total Plinth Area: 754.00 Sqm Deduction (central open-to-sky auditorium): 84.64 Sqm Total Built-up Area: 669.36 Sqm

8	Accommodation	Class Room 1, 2 & 3: 6.00 m × 8.40 m each Hall: 19.40 m × 8.40 m Open Auditorium (open-to-sky, stepped) Lobby: 6.00 m × 4.60 m Office: 8.40 m × 6.00 m Store: 6.00 m × 3.00 m Gents Toilet: 6.00 m × 2.50 m; Ladies Toilet: 4.60 m × 2.50 m Corridors: 2.00 m wide on all sides of the auditorium Verandah: 3.00 m deep wraparound with entrance steps
9	Architectural Character	Traditional Karnataka heritage idiom: Mangalore-tiled sloped roof, timber columns to verandah, porch and central court, granite flooring and cladding, teak joinery
B	**CIVIL WORKS — SUB-STRUCTURE**	
1	Earthwork Excavation	Excavation for foundation by mechanical means up to 3.0 m depth for isolated footings (F1: 2.10×2.10 m, F2: 1.80×1.80 m, F3: 2.10×2.10 m) and wall trenches, including shoring, strutting, dressing and stacking for reuse; surface excavation in hard rock by chiselling and wedging where encountered
2	Anti-Termite Treatment	Pre-constructional chemical barrier with Chlorpyriphos 20% E.C. / Lindane 20% E.C. @ 3.19 l/Sqm under and around column pits, wall trenches, plinth filling and external perimeter, over full mass area of 676 Sqm
3	Levelling Course (PCC)	Plain cement concrete 1:3:6 (M10) using 40 mm graded aggregates, 150 mm thick, for footings, wall foundations, steps and flooring base
4	Soling	Granite/trap broken metal 100 mm and down size with approved sand, hand packed, rammed and watered, below footings, floors and auditorium base
5	Footing & Foundation Concrete	RCC M30 Design Mix (M35 for plinth beams) using 20 mm graded aggregates with super plasticizers, needle vibrated
6	Size Stone Masonry	SSM with hard stone in foundation and plinth in CM 1:6 below all walls (two footing courses 0.60 m and 0.45 m wide)
7	Plinth Beams	RCC M35, 200 mm wide × 450/600 mm deep along all wall lines
8	Backfilling	Filling with selected excavated earth in layers not

		exceeding 200 mm, rammed and watered; refilling around trenches
C	**CIVIL WORKS — SUPER-STRUCTURE**	
1	Type of Construction	RCC framed structure (columns, roof beams, inclined roof slabs) with solid concrete block masonry infill
2	Grade of Concrete	M30 Design Mix for columns, beams, lintels, chajjas and sloped roof slabs; M25 for OHT structure and sump tank
3	Reinforcement Steel	TMT Fe 550/550D conforming to IS; total approx. 29.14 MT for the main building
4	Columns & Pedestals	RCC columns C1: 200×600 mm, C2: 200×450 mm, C3: 450×450 mm on RCC pedestals; heights 3.90 m to 6.90 m following roof profile
5	Roof Structure	RCC inclined (sloped) roof slabs 150 mm thick over RCC roof beams and inclined beams, forming the hipped roof profile; centering/formwork for sloped work included
6	Roof Finish	Mangalore tile roofing using first-class tiles with special ridge and hip tiles, fixed over Nandi wood reepers 50×25 mm and pointed with CM 1:4, laid over the RCC sloped slab/rafters
7	Masonry	Load-bearing quality solid concrete blocks 400×200×200 mm, block density > 1800 kg/m^3, minimum compressive strength 4.00 N/mm^2, conforming to IS 2185 (Part I), in CM 1:4; wall height 3.50 m (external) and up to 4.73 m at gables
8	Lintels &Chajjas	RCC M30 lintels over all openings; RCC chajjas 600 mm wide, 80 mm thick over windows and ventilators
9	Wooden Columns	Hardwood timber columns 200 mm dia (10 Nos) to portico, front corridor and open auditorium, as per architectural drawing — heritage character element
10	Waterproofing	Crystalline integral waterproofing admixture @ 1% by weight of cement (0.5 kg/bag) for roof slab concrete, self-sealing cracks up to 0.5 mm, resisting hydrostatic pressure up to 16 bar PU elastomeric single-component membrane (elongation > 400%, DFT 1 mm in 2 coats @ 1.6 kg/Sqm with epoxy primer) for sump tank retaining walls
D	**FINISHES**	

1	Plastering	Ceiling (sloped soffits): 12 mm cement plaster CM 1:4 with neat cement floating coat Internal walls: 15 mm cement plaster CM 1:4 on rough side of 200 mm block wall External walls: 20 mm cement plaster CM 1:3 with neat cement floating coat
2	Painting — Internal	White cement based putty 1 mm average thickness + low-VOC water-thinnable cement primer + two coats premium acrylic emulsion of interior grade (VOC < 50 g/l), on all internal walls and ceilings (approx. 1557 Sqm)
3	Painting — External	Acrylic smooth exterior paint of approved shade, two coats @ 1.67 l/10 Sqm over exterior primer @ 2.20 kg/10 Sqm, on external walls and chajjas
4	Flooring — Classrooms, Office, Store & Hall base	Vitrified tiles 600×600 mm, 9-10 mm thick, water absorption < 0.08%, IS 15622, over 12 mm CM 1:3 bed with grey cement slurry and matching grout (approx. 157 Sqm + 25% skirting/extra)
5	Flooring — Hall (Performance Area)	Teak wooden polished flooring 12 mm thick, high-density timber of approved colour and design with end trims, transition profiles, beading, 15 mm felt and foam underlay (approx. 162 Sqm)
6	Flooring — Corridors, Lobby, Entrance & Open Auditorium Steps	Flamed-finish granite stone flooring 18 mm thick (Black / Cat Eye / River Pink or equivalent) in required design and patterns over 20 mm CM 1:4 bed, laid to architectural drawings including stepped auditorium terraces (approx. 378 Sqm)
7	Flooring — Toilets	First-quality ceramic glazed anti-skid floor tiles IS 15622 over 12 mm CM 1:3 bed with matching pointing (26.50 Sqm)
8	Dadooing — Toilets	First-quality ceramic glazed wall tiles to 2.10 m height over 12 mm CM 1:3 bed, white cement joints with matching pigment (approx. 64 Sqm)
9	External Cladding	Flamed-finish granite stone cladding 18 mm thick (Black / Cat Eye / River Pink or equivalent) to external walls up to 5.00 m height (approx. 405 Sqm), giving the building its stone-clad heritage base
10	Hardener Flooring	52 mm cement concrete flooring with hardener topping (40 mm CC 1:2:4 under-layer + 12 mm hardener top 1:2) over full floor mass area as sub-floor
11	Railing	Stainless steel (Grade 304) railing of hollow tubes/channels/plates, welded, buffed and polished, with SS fasteners, at entrance steps and corridors.
E	**JOINERY & FIXTURES**	
1	Door/Window Frames	Sal wood frames for all doors, windows, clerestory windows and ventilators, wrought, framed and assembled, with plaster grooves; sections 100×150 mm nominal as per schedule.

2	Door Shutters	Solid core block board flush shutters 30 mm thick, teak veneer both sides, seasoned chemically-treated hardwood battens, IS 2202 (Part I), for all doors.
3	Window Protection	MS grill work of flats/square rods to approved design with red lead primer coat for all windows and ventilators.
4	Hardware	SS fixtures Grade 304 Powder-coated handles 150 mm Heavy-duty hinges 125 mm MS hold-fasts Door locking arrangements
F	**WATER SUPPLY, SANITARY & PLUMBING**	
1	Plumbing & Sanitary Works	internal water supply, sanitary fixtures for gents & ladies toilets, soil/waste/vent piping and drainage connections; fixtures of approved make as directed by Engineer-in-charge
2	Sump Tank	RCC M25 underground sump 25,000 litres capacity with baffle wall, PU elastomeric water proofing, precast cover slabs and MS foot-rests
3	Bore Well	165 mm dia bore well up to 350 m depth by hydraulic rig with geophysical investigation, 175 mm MS casing pipes (25 m), 250 mm UPVC pipes, 12.5 HP submersible pump set (90 LPM @ 264 m, 24 stage) with control panel, starter, single-phase preventer, capacitor, cabling, earthing, GI delivery piping 50 mm and yield testing
4	Over Head Tank	RCC M25 staging (columns 500×500 mm, beams, roof slab) with solid block walls, plastered and painted, supporting polyethylene water storage tanks IS 12701: 2 Nos× 5,000 litres for firefighting reserve (10,000 litres) plus domestic storage; SS structural steel ladder access
G	**EXTERNAL & SITE DEVELOPMENT WORKS**	
1	Flagging Concrete (Apron)	3s.00 m wide apron all round the building: WMM sub-base 300 mm, PCC M10 levelling 150 mm, RCC M20 slab 150 mm, finished with 52 mm hardener-topped concrete flooring
2	Open Amphitheatre	external stage 5.10×5.00 m with tiered seating as per site plan, for outdoor cultural programs
3	Compound Wall & Gates	compound wall around site boundary with separate Entry and Exit gates
4	Landscaping, Fountain & External Electrical	landscaped gardens, feature fountain, external illumination and site electrical works

5	Road Works	internal roads and paved circulation within the site
6	Furniture	classroom, hall, office and lobby furniture
H	**BUILDING OPERATION & MAINTENANCE (TWO YEARS)**	
1	Manpower Deployment	Building Security: 3 persons Housekeeping Staff: 2 persons Gardener: 1 person

The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer. The Quoted Rate shall be Inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, Labour cess other Incidental Charges, and any other Taxes wherever applicable and as amended, shall be paid by the Contractor Except GST. No claim whatsoever in this regard shall be entertained by the Employer. The **Quoted Rate shall be inclusive of Maintenance of the Buildings and External Development Works during Defect Liability Period of 1 years.**

Further, the Scope of Work shall include providing maintenance services for a Period of 2 years commencing immediately after completion of the project which includes maintenance of services like lifts DG sets, Solar water, pumps etc. It shall also include providing Civic Services like Garbage Collection and Disposal; Street Lighting, Road Maintenance, Water Supply Maintenance, Parks and Gardens, Security and General Up Keep of the Project, etc.. Further, the Contractor shall carry out Desilting of Drains at the end of the 2nd year from completion of the Project before handing over the Facilities developed to the Employer. Electricity consumption bills of Common area/Common Facilities will be chargeable to the occupants.

The scope also includes compliance to RERA Regulations.

The architectural design drawing enclosed to tender shall be followed for quoting and for construction with minimum changes wherever required without reducing the carpet area and with the prior approval of employer.

All design criteria shall comply with the applicable standards, codes, and regulations, including but not limited to BIS, MoRTH, NBC, IRC, ECBC, relevant statutory standards, and prevailing bye-laws, and shall be subject to approval by the Employer. The bidder shall quote a lump-sum price for the entire scope of work.

The Contractor shall be responsible for obtaining all required statutory approvals, clearances, and NOCs from the concerned authorities. Statutory deposits made towards approvals from agencies such as BWSSB, BESCOM,

Police Department, Fire Services Department, Pollution Control Board, Airport Authority, Environmental Authorities, and other statutory charges shall be reimbursed/refunded to the Contractor by BDA upon submission of valid supporting documents. Any approval fees, deposits, or statutory charges paid by the Contractor for obtaining such approvals shall also be reimbursed by BDA.

1.1 General

The Bangalore Development Authority intends to construct **Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at Bda West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System.** The Turn Key, Lump Sum, Fixed Price, No Variation Tender based on Tenderer's Own Design shall be inclusive of Cost of Topographic Survey, Subsoil Investigation and any other Ancillary Works and Cost of all Labours, Materials, Casting Yard, Tools and Plants and Machinery required for completing the various Components of Formation of Layout; Construction of Dwelling Units including Providing, Installing, Commissioning and Testing of Electrical Works, Carpentry Works, Plumbing Works, Overhead Water Tanks, Sump Tank GLSR, ELSR, Staircase and Balcony, Water Proofing Works, Facade Works, etc.; External Development Works such as Roads, Pathways, Culverts, Drains, Providing, Installing, Commissioning and Testing of Electrical Works, Under Ground Drainage System, Water Supply, Rainwater Harvesting System, Solid Waste Management, Bore Wells, Sump Tank, etc. The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer. The Quoted Rate shall be Inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental Charges, and any other Taxes wherever applicable Except GST and shall be paid by the Contractor, No claim whatsoever in this regard shall be entertained by the Employer. **The Quoted Rate shall be inclusive of Maintenance of the Buildings and External Development Works during Defect Liability Period.**

1.2. Site

The site is located in the West part of the Bangalore and is under the jurisdiction of Bangalore Development Authority. It is located in SIR. M. VISWESWARAIAH LAYOUT 3rd BLOCK, ULLAL SY NO: 142/1 & 142/2, SONNENHALLI SY NO: 1/6 & 1/5E,CA -15**.**

1.3. Works to be carried out

1.3.1 The Works to be carried out under this Turn Key, Lump Sum, Fixed Price, No Variation Contract shall include

a. Preliminary Works like Setting out, Establishing and Maintenance of Permanent Benchmarks, Reference Points and Centre Lines of the Buildings and all other Items of the Work.
b. Clearing of Site before Commencement of Work. This includes Tree Cutting, if any.
c. Topographical Survey and Setting out of Works.
d. **Geotechnical Investigations and taking Trial Bores**: The Tenderer shall carry out Geotechnical Investigation to asses the Soil Condition at Site required for Designing of Foundation of Buildings; Road Works; Sump Tank; Culverts; Under Ground Drainage (UGD) Works; and other Works, etc. The Tenderer shall make his own Assessment and his Lump Sum offer is for the whole Item of the Work (All the Items described in this Tender Document and Drawings) and for any Variations observed at Site in respect of Levels and Soil Particulars, etc. The Tenderer's Offer is deemed to have been made considering the Actual Ground Conditions at Site and he shall not be eligible for any claim whatsoever. The Tenderer shall carry out the Geotechnical Investigation in conformity to the Prevailing Norms and Codal Provisions.
e. Removal and Relocation of Existing Service Lines in the Project Area, if any, to the Location approved by the Employer.
f. Temporary Earth Retaining Structures, Barrication, Fencing, Dewatering and all Temporary Structures wherever required during Construction.
g. Development of Layout and Services shall be as per the Drawings and Specifications enclosed. It shall include Providing External Water Supply, Sanitary and Under Ground Drainage System; Providing, Installing, Commissioning and Testing of Electrical Works; Providing and Constructing of Rain Water Harvesting System; Solid Waste Management, Arboriculture and Landscaping etc. and shall be constructed in accordance with BIS, MoRT&H, IRC, NBC and other Related Standards and Specifications. It is the Responsibility of the Contractor to obtain all Statutory NOCs charges will be refunded to

contractor. All deposits/fees paid for approval will be refunded to contractor by BDA.

1.3.2 Project Maintenance and Services

The Scope of work shall include maintenance services for a Period of 2 years and maintenance commencing immediately after completion of the project. The maintenance shall include maintenance of services like lifts DG sets, Solar water, pumps etc. and providing Civic Services like Garbage Collection and Disposal; Street Lighting, Road Maintenance, Water Supply Maintenance, Parks and Gardens, Security and General Up Keep of the Project, etc.. Further, the Contractor shall carry out; Desilting of Drains at the end of the 2nd year from completion of the Project before handing over the Facilities development to the Employer. Electricity consumption bills of Common area/Common Facilities will be chargeable to the occupants.

1.4. Construction Schedule

The Construction Schedule and the Methodology of Construction shall be so planned that the entire Work can be completed in minimum possible time and the same must be got approved from the Employer before the Commencement of Works.

1.5. Site Office

The Contractor shall provide and maintain Furnished Site Office for the Supervisory Staff of the Employer and his approved Representative.

Field Laboratory

The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works.. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc.

The Laboratory will have all Services, Furniture, Equipments, etc. Minimum of the following Items shall be provided in the Field Laboratory. Any Additional Items as required for Testing / Evaluation in line with the Standard Procedures and Codal Provisions shall also be provided.

1.6.1 General

i. Oven –Electricity Operated, Thermostatically Controlled,

Range upto 200^{0}C, Sensitivity 1^{0}C 1 No.

ii. Plat form balance 300 kg capacity 1 No.

iii. Balance 20 kg Capacity –Self Indicating Type 1 No.

iv. Electronic Balance 5kg Capacity –accuracy 0.5 gm 1 No.

v. Water Bath –Electrically Operated and Thermostatically Controlled with Adjustable Shelves, Sensitivity 10^{0}C 1 No.

vi. Thermometers 4 Nos. each

a. Mercury –in –Glass Thermometer ranges 0 to 250^{0}C
b. Mercury –in –Steel Thermometer with 30 cm Stem, ranges up to 300^{0}C

vii. Glass Wares, Spatulas, Wire Gauzes, Steel Scales, Measuring Tape, Casseroles, Pans, Enameled Trays of Assorted Sizes, Pestle Mortar Porcelain Dishes, Gunny Bags, Plastic Bags, Chemicals, Digging Tools like Pickaxes, Shovels, etc. As Required

viii. Set of IS Sieves with Lid and Pans 450mm Diameter with Sizes of 63 mm, 53mm, 37.5mm 26.5mm, 13.2mm, 9.5mm 6.7mm and 4.75mm

1 Set

200 mm Diameter of Sizes 2.36 mm, 2mm, 1.18 mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron 1 Set

ix. Water Testing Kit for pH, SO_3 and Cl 1 Set

x. First Aid Box 1 Set

1.6.2 For Soils and Aggregates

i. RifleBox 1 No.

ii. Atterberg's Limits (Liquid and Plastic Limits) Determination Apparatus 1 Set

iii. Compaction Test Equipment both 2.5 kg and 4.5 kg Rammers (Light and Heavy Compact Efforts) 1 Set

iv. Dry Bulk Density Test Apparatus (Sand Pouring Cylinder, Tray, Can, etc.) complete 1 Set

v. Speedy Moisture Meter complete with Chemicals 1 Set

vi. Posthole Auger with Extensions 1 Set

vii. Core Cutter Apparatus complete with Dolly, Rammer, etc. 1 Set

viii. Flakiness and Elongation Test Gauges 1 Set

ix. Standard Measures of 30, 15 and 3 litres Capacity along with Standard Tamping Rod 1 Set

1.6.3 For Cement and Cement Concrete

i. Slump Test Apparatus 1 Set

ii. Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Diameter for Flexural Testing 1 Set

iii. Cube Moulds for Concrete Tests 10 Nos.

iv. Surface Moisture and Density Meter for Soil, Aggregate and Concrete 1 No.

1.6. Casting Yard

The Contractor shall make his own Arrangements for the Construction and Maintenance of Casting Yard, if any, required for the Work. The Quoted Rate shall be deemed to be inclusive of the Element of Cost towards the above.

2.0 Design Criteria

2.1 General and Approach to Work Site

The site is located in the North part of the Bangalore and is under the jurisdiction of Bangalore Development Authority. It is located in SIR. M. VISWESWARAIAH LAYOUT 3rd BLOCK, ULLAL SY NO: 142/1 & 142/2, SONNENHALLI SY NO: 1/6 & 1/5E,CA -15**.**

2.2 Benchmarks and Setting out of Works

The Standard Benchmark and its Reduced Level with reference to which the Work shall be carried out is the GTS Benchmark available nearest to the Site. The Employer does not take the responsibility about the Correctness of the Levels indicated in the Drawings. The Contractor has to establish at least two Benchmarks in the Site of Works with Reduced Levels clearly marked on them. The Contractor shall be solely responsible for the accuracy of the Benchmark levels and for maintaining the same throughout the Contract Period.

The Works shall be set out in accordance with the Drawings approved by the Employer.

The Contractor shall be responsible for the True and Proper Setting out of the Works and for the Correctness of the Positions, Levels, Dimensions and Alignments of all parts of the Works and for the Provision of all Necessary Instruments, Appliances and Labours in connection therewith.

The Contractor shall give at least 24 hours notice to the Employer of his intention to set out or give Levels.

If at any time during the Progress of the Work, any Error appears or arises in the Positions, Levels, Dimensions and Alignments of any part of the Work, the Contractor shall at his own expenses and risk, rectify such Errors to the satisfaction of the Employer.

The Checking of any Setting out of any Line or Level by the Employer or his approved Representative shall not relieve in any way the Contractor of his Responsibility for the Correctness thereof and he shall carefully protect and preserve all the Benchmarks, Site Rails, Pegs and other Things used in Setting out of Works.

All Duties concerning Establishment of a Set of Benchmarks, Permanent Theodolite Stations, Centre Line Pillars, etc. for performing all the Functions necessary at the Commencement and during the Progress of Work till the Physical Completion of all the Items of the Work in question, shall be carried out by the Contractor at his own Risk and Cost.

The Centre Line of the Layout, Buildings, Roads and the Foundations shall be established by Total Station Equipment and the Centre Line Marks shall be engraved on smoothly finished Masonry or Concrete Pillars of such dimensions and constructed at such intervals and places as may be directed by the Employer or his approved Representative and shall be maintained in proper manner throughout the Period of Construction. The Contractor shall submit a Layout Plan of the Site within 15 (fifteen) days from the date of Signing of Agreement. He shall also keep proper Record of such Permanent Benchmarks established denoting therein their Correct Levels.

The Work of Establishment of all such Benchmarks shall be carried out by only experienced and skilled staff of the Contractor with the help of precise instruments suitable for this type of Work. The instruments used shall be checked for their accuracy and for permanent adjustments before the commencement of the Work and also at frequent intervals during the progress of the Work.

All such Benchmarks esttlished by the Contractor shall be subjected to check and approval of the Employer or his approved Representatives. If any Variations noticed in the Work as result of improper establishment or maintenance of such Benchmarks, it shall be rectified at the Contractor's own Risk and Expense.

2.3 Geotechnical Investigation

The Contractor shall carry out Geotechnical Investigation to asses the Soil Condition at Site required for Designing of Foundation of Buildings; Road Works; Sump Tank; Culverts; Under Ground Drainage (UGD) Works; and other Works, etc. at his own Cost. The Contractor's Offer is deemed to have been made considering the Actual Ground Conditions at Site and he shall not be eligible for any claim whatsoever. The Contractor shall carry out the Geotechnical Investigation in conformity to the Prevailing Norms and Codal Provisions.

2.4 Design data

Analysis shall be carried out by means of Proven Software and shall be analysed in Three Dimensional Model. The Design shall be carried out for limit State of serviceability, Collapse including following Load and Load Combinations as per IS: 875 –1987 and IS: 1893 –2002 respectively.

- **Loads**

The following Loads shall be considered for the Designing of the Structure.

- **Dead Load**

The Dead Load shall be considered according to IS: 875 (Part I) –1987 and according to the Densities of the Possible Materials to be used.

- **Live Load**

The Live Loads shall be considered according to IS: 875 (Part II)–1987 [Code Of Practice for Design Loads (Other than Earthquake) for Buildings and Structures].

- **Wind Load**

The Wind Load shall be as per IS: 875–Part III. The Basic Wind Speed at Bangalore is 33m / sec and this shall be considered for Calculating the Wind Load.

- **Earthquake Load**

The Earthquake Load shall be as per IS: 1893 –2002. Bangalore Region falls under Zone II. Relevant Earthquake Parameters as per Zone II shall be considered for Design accordingly.

▪ Load Combinations

The following Load Combinations shall be considered with their Respective Load Factors as per the Codes for RCC Design.

1. DL + LL
2. 1.5 (DL + LL)
3. 1.5 (DL + EQX)
4. 1.5 (DL –EQX)
5. 1.5 (DL + EQZ)
6. 1.5 (DL –EQZ)
7. 1.5 (DL + WLX)
8. 1.5 (DL + WLZ)
9. 0.9DL + 1.5EQX
10. 0.9DL –1.5EQX
11. 0.9DL +1.5EQZ
12. 0.9DL –1.5EQZ
13. 0.9DL + 1.5WLX
14. 0.9DL + 1.5WLZ
15. 1.2 (DL + LL + EQX)
16. 1.2 (DL + LL –EQX)
17. 1.2 (DL + LL + EQZ)
18. 1.2 (DL + LL –EQZ)
19. 1.2 (DL + LL + WLX)
20. 1.2 (DL + LL + WLZ)
21. 1.5 (DL –WLZ)
22. 0.9DL –1.5WLZ
23. 1.2(DL + LL –WLZ)

Where
DL –Dead Load
LL –Live Load
EQ –Earthquake load
WL –Wind load

The following Load Combinations shall be considered with their Respective Load Factors as per the Codes for Steel Design

1. 1.0 (DL + LL)
2. 1.0 (DL ± EQX)
3. 1.0 (DL ± EQZ)
4. 1.0 (DL + LL ± EQX)
5. 1.0 (DL + LL ± EQZ)
6. 1.0 (DL ± WL)
7. 1.0 (DL + LL ± WL)

2.4.3 Strength of Materials

The Reinforcement Steel used shall be from a primary manufacturer and shall be High Yield Strength Deformed Bars of Grade Fe –500, indicated with a prefix of 'Y'with Bar Diameter.

The Structural Steel for the Building shall comply with FY–250 Grade Steel except for the Cold Rolled Section

2.4.4 Grade of Concrete

The Minimum Grade of Concrete for Various Structures shall be as follows.

- Foundations – } M25
- Slabs – M25 or as per approved design
- Columns and Beams – M30

Minimum Cement Content shall be as per Provisions of IS: 456 –2000, for a 'Moderate' Environmental Exposure Condition.

2.4.5 Structural Dimensioning

In addition to the Minimum Structural Dimensions required for Different Loads and Forces Combinations, the other Considerations like Fire Resistance Requirement, Ductility Requirement, Size of Aggregates, Reinforcement Detailing, etc. shall be also considered.

The Minimum Thickness of any Structural Element shall be considered as per Fig. 1 of IS: 456– 2000 for minimum 2 hrs. Fire Resistance.

2.4.6 Method of Design

All the Structural Elements in the Buildings shall be designed in **"LIMIT STATE**

METHOD"as per Indian Standards for **RCC Members** and**"Elastic Method"**for
Structural Steel Members.

2.4.7 Material Safety Factors

The Partial Factors of Safety shall be as follows.
Concrete –1.5
Reinforcement Steel –1.15

1.1.8. Serviceability Checks for RCC Buildings

The Serviceability Checks for Vertical Deflections for RCC Buildings shall be as follows.
Total Load Deflections –Span / 250
Live Load Deflection –Span / 350

2.5 Documentation, Instrumentation, etc.

a. All Drawings shall be made in Latest Version of AutoCAD and the Soft Copies on CDs and eight Hard Copies of Prints of all Approved Drawings and "As Built" Drawings shall be supplied by the Contractor to the Employer at Free of Cost as per the Agreed Programme.
b. CDs and eight Hard Copies of all Approved Design Calculations shall be submitted by the Contractor to the Employer at Free of Cost as per Agreed Programme.
c. Five Video Film Cassettes of 180 minutes duration each of the Layout and Building covering the Different Phases of Construction from Start to Finish shall be supplied by the Contractor to the Employer at Free of Cost.
d. Three Copies of "Maintenance Manual" describing Access Arrangements, Important Obligatory Precautions from the Point of View of Structural Safety and Procedure for Minor and Major Repairs of each Component of the Buildings and Layout, Renewals of Finishes and Treatments periodically shall be supplied by the Contractor to the Employer at Free of Cost.
e. Three Copies of "Quality Assurance Manual" covering Designs and Drawings, Mix Designs, Materials, Testing, Soil and Rock Properties, Statistical Quality Control, etc. shall be prepared by the Contractor and submitted to the Employer at Free of Cost well before Starting the Work.
f. Three Copies of "Construction Manual" covering Various Aspects of Construction Methods, Difficulties faced and how they are overcome during Execution, etc. shall be supplied by the Contractor to the

Employer at Free of Cost at the Time of Finalisation of Work.

g. The Contractor shall install Fixtures and Fastenings provided by the Employer for housing any Instrumentation that may be useful for the Employer at Contractor's Cost.

h. Fixing Arrangement for Internal and External Lighting shall be approved by the Employer and executed by the Contractor.

2.6 Programme of Submission and Approval of Designs and Drawings

The Programme for submission of Designs and Drawings shall be as listed out below.

Details	**Time from Award of Work**
Award of Work	0
Submission of Topographical Survey Drawing along with the Soil Investigation Report	3 Weeks
Construction Methodology, Time Schedule along with Design Basis Report to suit the Site Conditions	4 Weeks
Design and Construction Drawings of Building Structure	4 Weeks
Design and Construction Drawing of Balance Items of Work	5 Weeks
Submission of As Built Drawings	4 Weeks after Completion of Work

The Design shall be submitted in Sufficient Details and as lucidly as possible so that to enable Quick Proof Checking by the Employer or his approved Representative. All the Design Calculations along with Corresponding Construction Drawings marked as "Good for Construction" will be submitted. The Corrected Designs are to be submitted as Record Designs within 15 Days of Approval of the Drawings. If the Record Designs are not submitted within this Time Frame then a Penalty at the

rate of **Rs. 2000** - per day shall be charged for every day of Delay in Submission of the Record Designs. The Corrected Designs and Drawings would be cleared within 1 week of submission subject to Compliance of all Points. Any other Component, which requires Redesigning on Account of Exigencies of the Site like Redesigning the Foundations for Utilities, etc. during the Duration of the Works, shall be approved as expeditiously as possible. Such Designs shall be submitted within 10 days of taking a Decision to redesign the Component. Analysis and Design shall be done using Computer with Recognised Software. The Contractor shall submit with Design, the Detailed Description of Method of Analysis with Explanatory Notes and submit Sample Manual Calculations for adequate number of Typical Cases. The Computer Programme as submitted will be further tested by Comparison with Solutions of Worked Examples. Drawings and Designs shall be in metric units. Calculations shall be neat and clear, preferably typed and printed and supplemented by Full Explanatory Notes and Sketches wherever required. All Construction Drawings of Initial Submissions and Final Approval shall be in AutoCAD only.

If during the Scrutiny of Detailed Design Calculations and Working Drawings, any Changes therein which are found necessary in the Opinion of the Employer, the same shall be incorporated without altering the Turn Key Lump Sum Quotations. It is entirely the Responsibility of the Contractor to submit properly Prepared and Completed Designs in good time to enable the Employer to approve them in time.

The Contractor shall submit 2 sets of Advance Copies of the Drawings and Design Calculations to the Employer or his approved Representative with a Forwarding Letter to the Employer. Once the Design and Drawings have been finalised by the Employer, the Contractor shall forward eight sets of Drawings incorporating Corrections, if any, for the Final Approval.

After Completion of each Stage of Work, 3 Sets of Record Plans and One Set of Final Design Calculations based on the Work as actually executed on Site shall be supplied by the Contractor in Bound Volumes to the Employer.

Approval to Drawings, Designs and Design Calculations by the Employer shall not in any way relieve the Contractor of his Responsibility for the Correctness, Soundness and Structural Stability and Safety of the Structure.

The Approved Drawings and the Design Calculations of the Structure shall be the property of the Employer.

The Contractor's Designer or Consultant shall compulsorily attend all the Review Meetings conducted by the Employer from time to time without any extra cost and shall also remain present as and when required during the Checking of Designs for Clarifications, if required.

As Built Drawings shall be submitted within 4 weeks from the Date of Completion of Works. Penalty of Rs.50,000/- shall be levied for every week delay in submission of As Built Drawings beyond the Stipulated Deadline. An amount of Rs. 10,00,000**/-** shall be withheld from the Contractor's Final Bill until the As Built Drawings are submitted.

2.7 Disputes

In case of Disputes arising between the Contractor and the Authority approving the Designs, the matter may be referred to the Commissioner, BDA. The Decision of the Commissioner, BDA shall be Final and Binding on the Contractor.

SECTION 7: CONTRACT DATA

Items marked "N/A" do not apply

The following documents are also part of the Contract

Description	Clause Reference of CC
The schedule of Operating & Maintenance Manuals	[48]
The Methodology and Program of Construction	[25]
Site Investigation Reports	[14]

<table>
<tr><th>Description</th><th>Clause Reference of CC</th></tr>
<tr><td>The schedule of key and critical equipment to be deployed on the work as per agreed program of construction</td><td>[25]</td></tr>
<tr><td>The Employer is :
Name : Commissioner
Address : Office of The Commissioner
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road, Bengaluru-560020,</td><td>[1.1]</td></tr>
<tr><td>The Authorized Representative is :
Executive Engineer.
Office of The Executive Engineer, Housing Project Division-1
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road, Bengaluru-560020</td><td>[1.1]</td></tr>
<tr><td>The Name of the Contract is:

Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at BDA West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System.</td><td rowspan="2">[1.1]</td></tr>
<tr><td>Scope of Work in Brief:
The work involves
Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at BDA West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System..</td></tr>
<tr><td>The start date shall be the date of issue of notice to proceed with the work.</td><td>[1.1]</td></tr>
<tr><td>The Intended Completion Date for the whole of the Works is Eighteen (18 Months including monsoon including commissioning from the date of commencement.
<table>
<tr><th>Milestone dates</th><th>Physical works to be completed</th><th>Period from the date of issue of Notice to proceed with the work</th></tr>
<tr><td>For Milestone 1</td><td>20 % of the work</td><td>3 Months</td></tr>
<tr><td>For Milestone 2</td><td>40 % of the work</td><td>6 Months</td></tr>
<tr><td>For Milestone 3</td><td>60 % of the work</td><td>9 Months</td></tr>
<tr><td>For Milestone 4</td><td>80 % of the work</td><td>12 Months</td></tr>
</table></td><td>[17, 26]</td></tr>
</table>

<table>
<tr><th>Description</th><th>Clause Reference of CC</th></tr>
<tr><td>The Site Possession Date is : From the date of issue of notice to proceed with the work.</td><td>[21]</td></tr>
<tr><td>Location of the Site SIR. M. VISWESWARAIAH LAYOUT 3rd BLOCK, ULLAL SY NO: 142/1 & 142/2, SONNENHALLI SY NO: 1/6 & 1/5E,CA -15. (Enclosed as Annexure 1)</td><td>[1.1]</td></tr>
<tr><td>Defect Liability Period (DLP) is 1 years.</td><td>[31]</td></tr>
<tr><td>Insurance Requirements
<table>
<tr><th>Sl.No.</th><th>Type of Cover</th><th>Minimum cover for</th></tr>
<tr><td>(i)</td><td>Works and of Plant and materials</td><td>Contract Price plus 20%</td></tr>
<tr><td>(ii)</td><td>Loss or damage to equipment</td><td>Full replacement cost</td></tr>
<tr><td>(iii)</td><td>Loss or damage to property of Third Party</td><td>Full replacement cost</td></tr>
<tr><td>(iv)</td><td>Personal injury or death insurance</td><td></td></tr>
<tr><td></td><td>(a) for Third Party</td><td>Rs. 5,00,000 per occurrence with number of occurrences unlimited</td></tr>
<tr><td></td><td>(b) for Contractor‘s employees or labour</td><td>In accordance with the statutory requirements applicable to Karnataka</td></tr>
<tr><td>(v)</td><td>Other insurances</td><td>As per contract requirement</td></tr>
</table></td><td>[13]</td></tr>
<tr><td>38.1 The following are Compensation events unless they are caused by the Contractor: Deleted.</td><td>[38]</td></tr>
<tr><td>The liquidated damages for whole of the works are computed on the basis of 0.1% of the contract Price per day and for the milestones.

The maximum amount of liquidated damages for whole of the work is ten (10%) of the final contract price</td><td>[41]</td></tr>
</table>

<table>
<tr><th>Description</th><th>Clause Reference of CC</th></tr>
<tr><td>The amount of the Advance payments are:

<table><tr><th>Nature of Advance</th><th>Amount(Rs.)</th><th>Conditions to be fulfilled</th></tr><tr><td>1.Mobilization</td><td>5% of the Contract Price</td><td>On submission of un-conditional Bank Guarantee or Surety bond(to be drawn before end of 20% of Contract period)</td></tr></table>
(The advance payment will be paid to the Contractor no later than 30</td><td>[42]</td></tr>
<tr><td>Repayment of advance payment for mobilization :
The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price
or 3 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26</td><td>[42]</td></tr>
<tr><td>The Date by which “As Built Drawings”(in scale 1:100) in 3 Sets are required is within 6 weeks from the Date of Completion of Works.</td><td>[48]</td></tr>
<tr><td>The amount to be withheld for failing to supply “As built" drawings and “Supply of Updated Operation and Maintenance Manuals" by the date required is</td><td>[48]</td></tr>
<tr><td>The following events shall also be fundamental breach of the contract.
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC</td><td>[49.2]</td></tr>
<tr><td>The Percentage to apply to the value of the work not completed representing the Employer‘s additional cost for completing the Works</td><td>[50.1]</td></tr>
</table>

Terms and Procedures of Payment

In accordance with the provisions of CC & SCC Clause 37 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times,

- On the basis of the Price Breakdown given in the section on Price Schedules.

- Payments of the contract price shall be made in the currency (Indian Rupees) in which the tender price is expressed in the bid of the successful bidder.
- Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

SECTION 8: TECHNICAL SPECIFICATIONS

SECTION 9: DRAWINGS

Attached separately

SECTION 10: BILL OF QUANTITIES

Price Schedule

S.No	Item Description	Total Lumpsum Cost in INR Excluding GST
1	**Construction of Kannada Bhavana Sir. M. Visweswaraiah Layout 3rd Block, Ullal Sy No: 142/1 & 142/2, Sonnenhalli Sy No: 1/6 & 1/5e,CA -15 at BDA West Division, Bangalore,on Lump Sum Turnkey Basis based on Tenderers Own Design under Two Cover System**	

SECTION 11 : FORMAT OF BANK GUARANTEE/SURETY BOND FOR SECURITY DEPOSIT

To:_____[name of Employer]
_____[Address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor")
has undertaken, in pursuance of Contract No._____, dated _____ to execute
_____ [name of Contract and brief description of Works]
(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Contractor, up to a total of Rs._____ [amount of guarantee]
Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor

Name of Bank_____
Address_____
Date

Contractor *Executive*
Engineer, HPD-1 Division

SECTION 12 : FORMAT OF BANK GUARANTEE/SURETY BOND FOR EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[date]* for the construction of _____ *[name of Contract]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of the Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
   (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
   (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 135 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

SECTION- 13 : FORM OF BANK GUARANTEE/SURETY BOND FOR ADVANCE PAYMENT

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement ("the Contract") signed on [date] between you and

[name of Contractor] ("The Contractor") concerning the Services set out in the

Contract _____[Name of the Contract].

Whereas, in accordance with the terms of the Contract, the Employer agreed to pay or cause to be paid to the Contractor an advance payment in the amount of [number] percent (____%) of the Contract Price for the Period due to the Contractor, namely a payment of: _____[amount in figures], _____[amount in Words].

By this letter we, the undersigned, [name of Bank], a Bank (or company) organized under the laws of [country of Bank] and having its registered/principal office at [address of Bank], do hereby jointly and severally with the Contractor irrevocably guarantee repayment of the amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the advance payment to the Employer.

Provided always that the Bank‘s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the Contractor from time to time in accordance with the terms of payment of the Contract as evidenced by appropriate shipping documents or payments certificates.

This Guarantee shall remain in full force from the date upon which the advance payment is received by the Contractor until the date upon which the Contractor has fully repaid the amount is advanced to the Employer in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

[Name of the Bank]

Authorized Signature

ANNEXURE- V